

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042**

*****Revised 09/21/2021 Version 1*****

1.0 PURPOSE

The City of Austin (“City”) seeks Contractors qualified to deliver and install new truck wash equipment (“Equipment”), and provide routine monthly preventative maintenance, inspection, repairs, and replacement parts, as well as on call and emergency repairs for the Equipment. This scope of work (“SOW”) establishes the minimum requirements for these services. The Contractor shall provide products and services as described herein.

The contract will be utilized by Austin Resource Recovery Department (“ARR”). The City reserves the right to allow other City departments to utilize the ensuing contract.

It is the City’s preference to award a single contract for these services however, the City reserves the right to reject all bids entirely or make multiple contract awards between the lowest and/or, most responsive bidders. This Invitation for Bid (“IFB”) will be awarded to the Contractor that submits the lowest responsive bid. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous.

Any items or services that have been omitted from this scope of work that are clearly necessary shall be considered a requirement although not directly specified or called for in the scope of work.

2.0 TERM OF CONTRACT

The term of the contract shall commence upon execution and remain in effect for an initial term of five (5) years

3.0 BACKGROUND

Austin Resource Recovery Department provides a broad range of collection services to more than 200,000 residential households and businesses, including the curbside collection of trash, recycling, yard trimmings, compost, large brush, and bulk items, along with street sweeping, litter abatement, household hazardous waste collection, and dead animal collection services. Austin Resource Recovery Department utilizes the following types of collection vehicles: semi-automated rear loaders, fully automated side loaders, bucket trucks, dump trucks, street sweepers, tractor-trailers, box and flatbed cranes, roll-offs, pickup trucks, and enclosed dead animal collection trucks (“Vehicles”). Many of these Vehicles will utilize the Equipment on a daily basis.

4.0 MINIMUM QUALIFICATIONS

The Contractor shall submit information demonstrating compliance with the minimum qualifications specified below. Offers that do not meet the minimum requirements will be deemed non-responsive and will not be considered. The Contractor's failure to provide information requested in this SOW or to demonstrate to the City's full satisfaction its ability to perform its obligations under its bid, shall be grounds for rejection of the bid.

4.1 *Experience*

The Contractor shall:

- 4.1.1 Provide services similar in scope to the services required in this Scope of Work on a continual basis for a minimum of three (3) years. Contractor shall not include any experience prior to 2000.

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
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- 4.1.2 Demonstrate expertise, abilities, and compliance in the minimum qualifications.
- 4.1.3 Provide a descriptive letter, outline, summary, or synopsis outlining such experience.
- 4.1.4 Confirm it has the expertise and can deliver, install, and provide maintenance to the Equipment.

4.2 *Work History*

The Contractor shall not have any significant performance deficiencies under City contracts in the last three (3) years, including but not limited to, contract termination for cause, failure to maintain certain performance requirements, or outstanding financial obligations to the City.

4.3 *Meet Response Time Requirement*

The Contractor shall confirm with the offer package that it can meet the response times specified herein.

4.4 *List of Specifications*

The Contractor shall:

- 4.4.1 Provide specifications to include the manufacturer's specifications, features, dimensions, and picture.
- 4.4.2 Submit information along with their pricing outlined for the equipment in the Price Submission Sheet.
- 4.4.3 Include any deviations from the required specifications as mentioned in *Section 5.0, Contractor Requirements*. When submitting Buyer Approved Equal, the Contractor shall provide specifications to include the manufacturer's specifications, features, dimensions, and picture with the Price Submission Sheet.
- 4.4.4 Acknowledge that any deviations from the required specifications may result in a rejection of the bid.

4.5 *Business Requirements*

The Contractor shall:

- 4.5.1 Operate a full-time business and shall have a permanent business address, telephone number, and email address.
- 4.5.2 Maintain equipment and materials sufficient for the services specified herein.
- 4.5.3 Have employees trained and qualified to perform the services specified herein.

4.6 *References*

- 4.6.1 Submit valid references that confirm the experience requirement with their offer response. The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least three (3) complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last five (5) years. References shall indicate a record of positive past performance.

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
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IFB 1500 DCM1042

*****Revised 09/21/2021 Version 1*****

5.0 CONTRACTOR REQUIREMENTS

5.1 *Contractor Responsibilities*

5.1.1 The Contractor shall provide new Equipment at the following location:

Site	Address	City, State, Zip
ARR's Kenneth Gardner Service Center ("KGSC")	4108 Todd Lane	Austin, TX 78744

5.1.2 The Contractor shall provide routine monthly inspection, maintenance, and repair to the Equipment to support the current fleet and help the City continue working toward its [Zero Waste](#) goal. Attachment A, Automated and Manual Bays, to view photos of the entrances and exits of both the automated and manual bays as well as the wash station. Facility measurements are as follows:

Facility Measurements	
Automated Wash Bay Entrance	Height is 17 feet, 8 inches
Width at Automated Wash Bay Entrance	14 Feet
Width Inside Automated Wash Bay	20 Feet, 6 Inches Wide (from wall to wall)
Manual Wash Bay Entrance	Width is 12 feet, and height is 19 feet.

5.1.3 The Contractor shall not be responsible for removing any old equipment from the premises. The old equipment will be removed by another vendor through a separate contract.

5.1.4 All work completed under this contract and performed by the Contractor shall be at the discretion, authorization, and schedule approval of the Contract Operations Manager or designee. (*Section 6.0, Contract Operations Manager*).

5.2 *Technical Specifications and Equipment Requirements*

5.2.1 The Contractor may submit a bid for any system that is equivalent or comparable to these specifications and has the additional features requested herein.

5.2.2 Preferred Base Model

The City prefers the model Istobal HeavyWash PROGRESS 4HWPNA System Machine, a cube-shaped structure manufactured in heavy-duty hot-dipped galvanized steel with a wash capacity to wash up to 12-Vehicles per hour. Brushes are required to be amperage sensing, electrically driven, and controlled, combined with an optional contouring horizontal brush that provides a safe wash with front and rear overlap (cross over) capabilities. This base model and system for the Equipment are outlined in Figure 1. Vehicles using this Equipment will be less than 13'7" in height.

Base Model and System for the Equipment Figure 1		
Item No.	Item Description	Estimated Quantity
1.1	Automatic Vehicle Wash System - Istobal HeavyWash PROGRESS 4HWPNA System Machine; or Buyer Approved Equal Model	1 Each

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042

*****Revised 09/21/2021 Version 1*****

Base Model and System for the Equipment Figure 1		
Item No.	Item Description	Estimated Quantity
1.2	Manual Vehicle Wash Water Cannon - Watermaze Water Blaster High Pressure Cleaning 25GPM, 500PSI, 460V, 3PH; or Buyer Approved Equal Model	1 Each
1.3	Manual Vehicle Wash Pressure Washer - Aaladin 3000 Series NG,3430C 4GPM, 3000PSI, 440V, 3PH, 15AMP; Wired Remote Station, Soap Solenoid and Clutch Assembly; or Buyer Approved Equal Model	2 Each
1.4	Water Reclamation System - Purclean PW350-5M240, 120 GPM; or Buyer Approved Equal Model	1 Each

5.2.3 Required Additional Parts and Features

The City outlines the additional part numbers and descriptions of required features that must be included with the Equipment outlined in Figure 2.

Additional Part Numbers and Descriptions of Required Features Must be included with the Equipment Figure 2		
Part Number	Description	Quantity
C-OPT103H	Horizontal Brush System Contouring	1 Each
C-BSH011H	48" Horizontal Upgrade with 44" Vertical Brushes	1 Each
C-OPT104H	Passenger Side Supply Connection (Included)	1 Each
C-SIT151H	2nd Energy Chain for 2 Pump Option	1 Each
RC065056	High Pressure Pump Stands 480 Volt ("V"), 22.5 Horsepower ("HP"), 1160 Pounds per Square Inch ("PSI"), 66 Gallons per Minute ("GPM") (2 HP Zones Per Pass)	2 Each
C-OPT116H	High Pressure 1160 PSI Fixed Sides and Contouring Oscillating /Rotating Top Spray Bar	1 Each
C-SIT108H	High Pressure Connection 2 3/4" x 15' Joint Industry Council ("JIC") Hose	1 Each
C-SIT101H	Basic Chemical System Soap/Rinse 480V	1 Each
C-OPT131H	Additional Chemical Pre-Spray Side and Top Pump 480V	1 Each
C-SIT119H	Guide Rails 4" Outside Diameter ("OD"), 20' Length Galvanized	1 Each
C-SIT123H	Entrance Yellow Guide Rails 6" OD 10'6" Length	1 Each
C-SIT128H	6 Button Activation Box	1 Each
IST1405C	Mounting Post for 6 Button Activation Box 88" Tall	1 Each
C-OPT121H	Splash Guards Red for Vertical Brushes	1 Each
C-SIT106H	Frost Protection Kit	1 Each
C-SIT0041	Remote Emergency Button	1 Each

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042**

*****Revised 09/21/2021 Version 1*****

Additional Part Numbers and Descriptions of Required Features Must be included with the Equipment Figure 2		
Part Number	Description	Quantity
C-SIT149H	Transformer 15KVA 3 Phase ("PH") 480V Delta to 208Y/120Volt	1 Each
17-00594	Twin Water Softener with Brine Tank	1 Each
17-00185	Rolair Air Compressor 3HP, 60 Gallon	1 Each
8.711-863.0	Watermaze Hose Reel	1 Each
16-00182	Dralco Wall Mount Boom and Assembly	2 Each
08-02104	Floor Mount Stainless Steel Wand Gun Holders	3 Each
04-00149	High Pressure Wire Hose 100'	2 Each

5.2.4 The Contractor shall:

- A. Be responsible for the installation of base system with additional features identified in *Section 5.2.2, Preferred Base Model*, including a high-pressure upgrade;
- B. **Be responsible for installation of all Equipment, including terminal connections of Equipment to utilities. The City plans to hire a construction contractor who shall be responsible for all water, gas, electrical, and air plumbing connections to the Equipment, including utilities in- or above-ground.**
- C. Be responsible for the rental of sky tracker and scissor lift needed for delivery and install.

5.3 Delivery

- 5.3.1 The City will provide the Contractor with a Notice to Proceed.
- 5.3.2 The Contractor shall contact the Contract Operations Manager or designee within 30-Calendar days after receiving the Notice to Proceed to confirm order of Equipment and to schedule the delivery and installation of the Equipment.
- 5.3.4 The Contract Operations Manager or designee and the Contractor will coordinate installation appointment to avoid disruption to schedules at the KGSC (*Section 5.1.1*). The City reserves the right to refuse the Equipment upon delivery.

5.4 Installation

- 5.4.1 The Contractor shall contact the Contract Operations Manager or designee within three (3) calendar days prior to scheduled installation to confirm delivery and installation.
- 5.4.2 On the first day of installation, the Contractor shall contact the Contract Operations Manager or designee to gain access to the site.
 - 5.4.2.1 The City will provide the Contractor access to the location.
 - 5.4.2.2 The City reserves the right to inspect the Equipment prior to installation.
- 5.4.3 With prior approval of the Contract Operations Manager or designee, the Contractor shall be responsible for:
 - A. Providing warning tape and barricades;
 - B. Blocking off the staging area with warning tape and barricades; and

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042

*****Revised 09/21/2021 Version 1*****

- C. All Contractor's equipment including loss, theft, damage, or destruction.
- 5.4.4 ARR will have a dedicated area for the Contractor to stage the delivered Equipment during the installation process to ensure there is no disruption to the Vehicles' daily route schedule.
 - 5.4.4.1 The Contract Operations Manager or designee will provide this information to the awarded Contractor.
- 5.4.5 Equipment installation shall be completed within 120-Calendar day(s) of the NTP.
 - 5.4.5.1 Installation may take place Monday through Friday between 7:00 a.m. and 5:00 p.m. Central Time.
 - 5.4.5.2 Any hours outside of normal business hours will require approval from the Contract Operations Manager. Installation will not take place on City Holidays as outlined in *City of Austin Terms and Conditions*.
 - 5.4.5.3 The Contractor shall provide weekly installation reports, as outlined in *Section 7.1.2, Weekly Installation Reports*.
- 5.4.6 The Contractor shall remove packing and installation debris and dispose of the debris properly and in accordance with the City's [Zero Waste](#) goals. No City bins, cans, or dumpsters shall be used.
- 5.4.7 Immediately upon completion of the installation, the Contractor shall provide all manufacturer documents, brochures, preventative maintenance information, and warranty information, (if applicable) to the Contract Operations Manager or designee.

5.5 Testing

- 5.5.1 The City reserves the right to test the Equipment immediately after installation by using it prior to giving acceptance, including having Operational Subject Matter Expert(s) be a part of the validation acceptance process.
- 5.5.2 Testing will not be considered complete until acceptance and approval from the Contract Operations Manager or designee is provided to the Contractor via email.
- 5.5.3 The Contractor shall make any changes, adjustments, corrections, or replacements needed to ensure that the Equipment meets the product requirements and functional specifications listed herein and mutually agreed upon in writing by both the City and the Contractor.

5.6 Training and Approval

- 5.6.1 After the testing is complete, the Contractor shall provide training within seven (7) calendar days to the Contract Operations Manager and a select group of ARR staff. During training, the Contractor shall instruct staff on the entire operation of the equipment including standard operating and emergency shut down procedures.
- 5.6.2 After the testing is complete, the Contractor shall deliver all training materials within seven (7) calendar days to the Contract Operations Manager. Training Materials shall include all

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042**

*****Revised 09/21/2021 Version 1*****

technical support documentation, both printed and electronic, such as operation manuals and quick reference guides to ensure staff's proficiency and promote safe operation.

- 5.6.3 Payment will be remitted only after successful delivery, installation, training, and operation of Equipment has been approved by the Contract Operations Manager or designee.

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042**

*****Revised 09/21/2021 Version 1*****

5.7 Warranties and Recalls

5.7.1 Initial Warranty for Equipment

5.7.1.1 The Contractor must include with their offer a minimum 12-month extended labor warranty on warranty-covered items for the new Equipment.

5.7.1.2 The City will not pay for any parts, services, or labor covered by warranty.

5.7.1.3 Any associated costs with, but not limited to, travel, time, disposal, or overhead shall be at the expense of the Contractor.

5.7.2 Warranties on Replacement Parts

5.7.2.1 The Contractor warrants that ALL parts are free from manufacturer defects in material and workmanship for a minimum of 12-months upon inspection and acceptance by the Contract Operations Manager or designee. This shall be provided to the City at no additional cost.

5.7.2.2 During this 12-month period, this warranty shall provide for replacement parts and shall include pickup of the defective part and delivery of the replacement part at no additional cost.

5.7.2.3 The Contractor shall provide specific warranty information, including duration of warranties, for all parts, services, and labor in the Price Submission Sheet.

5.7.2.4 The City will not pay for any parts, services, and labor covered by warranty.

5.7.2.5 Any associated costs with, but not limited to, travel, time, disposal, or overhead shall be at the expense of the Contractor.

5.7.3 Recalls

5.7.3.1 The Contractor shall notify the Contract Operations Manager or their designee of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts being sold.

5.7.3.2 The Contractor shall inform the Contract Operations Manager or designee of the recall by email within 15-calendar days.

5.7.3.3 Any associated costs with, but not limited to, travel, time, disposal, or overhead related to recalls shall be at the expense of the Contractor.

5.8 Maintenance and Repair

The Contractor shall be responsible for preventative maintenance for the Equipment by conducting monthly inspections and shall provide any needed maintenance and repair on the Equipment.

5.8.1 Monthly Preventative Maintenance

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042

*****Revised 09/21/2021 Version 1*****

5.8.1.1 Requirements

- 5.8.1.1.1 The Contractor shall check that the Equipment is operating properly and perform all scheduled and necessary routine maintenance, as per manufacturer's requirements, documentation, and any updates or recall information.
- 5.8.1.1.2 Preventative Maintenance shall include a diagnostic inspection of the Equipment to ensure it is fully operating, calibrated, and performing in compliance with all regulations. At a minimum, this shall include:
- A. Inspecting Equipment to ensure proper working order within industry standard requirements;
 - B. Inspect and provide a detailed report of any physical, weather-related, or other damage and/or potential concerns. This report shall be provided in writing at time of service to the Contract Operations Manager or designee;
 - C. Inspect, service, repair, and/or replace any readout mechanisms, as needed, and authorized by the Contract Operations Manager or designee;
 - D. Inspect equipment for cracks, weakening structure, rust, binding, and overall structural integrity;
 - E. Check equipment for moisture, loose cables, damaged seals, corrosion, dirt and debris, and any other probable concerns;
 - F. Inspect all hardware to ensure that it is securely tightened and free of rust. In the event rust is located, the Contractor shall repair and replace parts, as needed, and authorized by the Contract Operations Manager or designee;
 - G. Examine all wiring and cables for loose connections and improper grounding, etc., and repair or replace as needed and authorized by the Contract Operations Manager or designee.
 - H. Replace all fluids, filters, consumables, or other wear parts as needed, or by their replacement date per the manufacturer's guidelines; and
 - I. For Preventative Maintenance, the City will pay the flat fee for the service and any additional charges including parts/materials deemed necessary and approved by the Contract Operations Manager or designee prior to performance. The City will not pay for additional time, mileage, overhead costs, disposal, tools, etc.
- 5.8.1.1.3 All results from the inspection shall be provided in a detailed report to the Contract Operations Manager or designee at the time of service. Reference *Section 7.1.1, Preventative Maintenance, Emergency Call, and On-Call Reports*, for detailed requirements.
- 5.8.1.1.4 If parts must be ordered, the Contractor shall provide an estimated timeline for delivery and completion of repairs with the detailed report required in *Section 5.8.1.1.3* to the Contract Operations Manager or designee. Reference *Section 5.8.4, New and Replacement Parts*, for more information. The Contractor shall not begin repairs until authorization and approval of the repair and estimate is received by email from the Contract Operations Manager or designee.

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042

*****Revised 09/21/2021 Version 1*****

5.8.1.1.5 In the event that replacement of any failed part or component of the Equipment is due to Contractor's failure to perform the preventative maintenance, the part or component and service provided shall be at no cost to the City.

5.8.1.1.6 The Contractor shall use the list of requirements in *Section 5.8.1.1.2* as a guide to conduct the monthly inspection. Reference *Section 7.1.1, Preventative Maintenance, Emergency Call, and On-Call Reports*, for more information on the inspection reports required.

5.8.1.2 Schedule

5.8.1.2.1 The awarded Contractor and the Contract Operations Manager or designee shall develop a schedule for the preventative monthly routine inspections and maintenance.

5.8.1.2.2 Once a schedule is established, the Contractor shall contact the Contract Operations Manager or designee, via email, one (1) week prior to scheduled service to confirm the monthly inspection and maintenance. The Contract Operations Manager or designee may reschedule monthly inspection and maintenance from the pre-determined schedule. Any rescheduled inspection and maintenance shall not affect future inspections.

5.8.1.2.3 The Contractor shall perform all routine inspection, maintenance, and repairs between the hours of 7:00 a.m. to 5:00 p.m. Central Time, Monday through Friday. The Contract Operations Manager may provide access to the premises at alternative times upon request or during an emergency maintenance request.

5.8.1.2.4 The Contractor shall contact the Contract Operations Manager or designee, via phone, a minimum of 30-minutes prior to arrival on the premises. The Contractor shall state the reason for visit on the phone call or voicemail. The Contract Operations Manager or designee will provide the Contractor with access to the premises. The Contractor shall also notify the Contract Operations Manager or designee via phone or in-person when they are leaving the premises.

5.8.2 On-Call Maintenance and Repairs

5.8.2.1 The Contract Operations Manager or designee may request additional maintenance and repairs at times other than during the scheduled preventative maintenance. When such non-emergency service requests are made by the City, the Contractor shall begin performing the required services within two (2) business days of initial request.

5.8.2.2 If parts must be ordered, the Contractor shall provide an estimated timeline for delivery and completion of repairs, via email, to the Contract Operations Manager or designee within 24-hours of initial request. Reference *Section 5.8.4, New and Replacement Parts*, for more information. The Contractor shall not begin repairs until authorization and approval of the repair and estimate is received by email from the Contract Operations Manager or designee.

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042

*****Revised 09/21/2021 Version 1*****

5.8.2.3 If the Contractor does not respond within three (3) business days, or the Contract Operations Manager is unable to reach the Contractor, the City reserves the right to hire another contractor to perform the required repairs and the right to bill the Contractor for any price difference.

5.8.2.4 Reference *Section 8.1.1, Preventative Maintenance, Emergency Call, and On-Call Reports*, for more information on the inspection reports required.

5.8.3 Emergency Calls

5.8.3.1 If the Contractor is contacted before 1:00 p.m. Central Time on a regular business day with an emergency request, the Contractor shall arrive at the site within four (4) business hours of initial request.

5.8.3.2 If the Contractor is contacted after 1:00 pm Central Time on a regular business day or on the weekend with an emergency request, the Contractor shall arrive at the site within eight (8) business hours of the initial request.

5.8.3.3 The City and the Contractor may come to an agreement for the Contractor to arrive at the site, prepared to perform after-hours work.

5.8.3.4 If the Contractor is unavailable to respond on-site to emergency repair situations within the time frame specified in *Section 5.8.3.1 and Section 5.8.3.2*, or the Contract Operations Manager or designee is unable to reach the Contractor, the City reserves the right to hire another contractor to perform the required repairs and the right to bill the Contractor for any price difference.

5.8.3.5 Reference *Section 7.1.1, Preventative Maintenance, Emergency Call, and On-Call Reposts*, for more information on the inspection reports required.

5.8.4 New and Replacement Parts

5.8.4.1 All new and replacement parts must be approved by the Contract Operations Manager or designee prior to removal and/or installation.

5.8.4.2 All replacement parts shall be of equivalent to or better quality than the original equipment when new.

5.8.4.3 The Contractor shall provide specific original equipment manufacturer ("OEM") parts for the Equipment while under warranty.

5.8.4.4 The Contractor shall email the Contract Operations Manager or designee with a written not-to-exceed quote based upon the rates listed in the Price Submission Sheet.

5.8.4.4.1 The written not-to-exceed quote, at a minimum shall include:

- A. A brief description of the work to be done and each part replaced or installed, as well as an explanation of the need for replacement or installation;

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042

*****Revised 09/21/2021 Version 1*****

- B. Separate itemized breakdowns for the cost of parts and supplies, including list price and discount, and not-to-exceed labor hours and hourly rate; and
- C. A proposed timeline for completion.

5.8.4.4.2 The quote shall not include a separate charge for shipping costs, administrative costs, rental equipment, overhead, per diem, disposal costs, and transportation (i.e., travel time, mileage, or fuel) costs. These expenses shall be included in the rates identified in the Price Submission Sheet and shall not be paid separately.

5.8.4.5 The Contractor shall receive written approval of the quote from the Contract Operations Manager or designee prior to beginning work.

5.8.4.5.1 Once written approval is received, the Contractor shall begin work as soon as possible, but no later than two (2) business days after written approval (unless otherwise specified by the Contract Operations Manager or designee).

5.8.4.5.2 The City will not be charged additional costs for shipping out-of-stock items or backlogged parts, or for expedited delivery of parts.

5.8.5 Acceptance of Work and Callbacks

5.8.5.1 Upon completion of work, the Contract Operations Manager or designee will then process an initial inspection on the Equipment prior to the Contractor leaving the site.

5.8.5.1.1 This inspection will include operating the Equipment.

5.8.5.1.2 The City reserves the right to request that the Contractor correct any work deemed unacceptable by the Contract Operations Manager or designee at no additional cost to the City.

5.8.5.1.3 The Contract Operations Manager or designee shall have sole determination as to whether the work has been completed in an acceptable and satisfactory manner.

5.8.5.2 The City will have 10-business days to inspect the work for proper completion and request a return visit for any unacceptable work or parts.

5.8.5.2.1 The Contractor shall provide a telephone number and email address for callback or return requests.

5.8.5.2.2 The City considers leaving a voicemail message or sending an email a qualifying service request.

5.8.5.3 There shall be no additional charge to the City for callback services, where the return visit is due to unacceptable or incomplete work performed by the Contractor, as per the Contract Operations Manager or designee.

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042

*****Revised 09/21/2021 Version 1*****

5.8.5.4 The Contractor shall return contact (i.e., call or email) to the Contract Operations Manager or designee's request regarding a callback within four (4) business hours to schedule a return service trip.

5.8.5.4.1 All callback service trips must be completed within 24 hours of the City's initial request.

5.8.5.4.2 There shall be no additional charge for callback service.

5.8.5.5 If Contractor fails to return within the time frame specified above, the City reserves the right to hire others to correct the work at the expense of the Contractor.

5.8.6 Defective Parts or Components 5.8.6.1 Defective parts or components (any Equipment part or Equipment component that fails to operate as intended or causes Equipment to fail to operate as designed) shall be repaired, adjusted, calibrated, and/or replaced as needed to ensure that equipment shall operate as designed, subject to Contract Operations Manager's or designee's approval.

5.8.6.2 Replacement of any failed or defective part or component resulting from the Contractor's failure to adequately perform the inspections or complete the required maintenance and/or to properly install said part(s) shall be at no cost to the City.

5.8.6.3 The City will not pay for shipping costs associated with replacing defective or warrantied parts.

5.9 Other Responsibilities of the Contractor

5.9.1 Staff Requirements

5.9.1.1 The Contractor shall assign a Project Manager who shall oversee the contract.

5.9.1.2 The Contractor shall provide contact information for the Project Manager and for an alternate contact person,

5.9.1.3 The Contractor shall ensure the Project Manager or alternate contact person is available by telephone Monday through Friday between 7:00 a.m. and 5:00 p.m. Central Time.

5.9.1.4 The Contractor shall provide ARR with contact information for an emergency contact with availability after-hours and on weekends.

5.9.1.5 The City reserves the right to request a change in Project Manager.

5.9.2 Equipment and Materials Requirements

The Contractor shall be solely responsible for obtaining/providing all materials, equipment, supplies, labor, and other services required by the contract as may be necessary to fulfill the requirements of the contract.

5.9.3 On Site Identification and Personnel Requirements

5.9.3.1 The Contractor vehicles shall be identified with company logo.

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042

*****Revised 09/21/2021 Version 1*****

- 5.9.3.2 The Contractor's personnel shall wear uniforms or badges identifying the business at all times while work is being performed at City facilities.
- 5.9.3.3 The Contractor shall have a number of personnel sufficient to perform installation, all preventative maintenance, as-needed/on-call repairs, and emergency repairs to ensure continual proper operations of all City Equipment, as defined herein.
 - 5.9.3.3.1 If Contractor fails to provide the services as described herein due to insufficient personnel, the City reserves the right to hire others to provide the services.
 - 5.9.3.3.2 In the event of multiple defaults, the City may immediately terminate for cause following the guidelines within the Termination for Cause language in the Standard Terms and Conditions solicitation documents.
- 5.9.3.4 All staff and employees of the Contractor who provide service on the Equipment shall have the valid licenses to perform such repairs as required by any local, state, and federal laws, rules, and regulations.
- 5.9.3.5 All vehicles shall be in compliance with all applicable federal, state, and local laws, codes, and regulations.

5.9.4 Tools and Other Equipment Requirements

- 5.9.4.1 The Contractor shall be responsible for bringing their own equipment (e.g., forklift, small crane, etc.), as needed to provide maintenance and repair services to the City.
- 5.9.4.2 If specialized equipment must be rented, the City will not be charged.
- 5.9.4.3 The Contractor's personnel shall possess all necessary tools and equipment to perform all services requested and as indicated herein.
 - 5.9.4.3.1 All equipment and tools used by the Contractor shall be maintained according to manufacturer's specifications and shall meet or exceed Occupational Safety and Health Administration ("OSHA") industry standards.
- 5.9.4.4 The Contract Operations Manager, or designee, or City employee may stop work at any time if equipment or tools used by the Contractor do not meet the requirements specified in *Section 5.9.4. Tools and Other Equipment Requirements*.
- 5.9.4.5 The Contractor shall be responsible for any loss or damage to rented or owned equipment or tools used while performing services under the ensuing contract.
- 5.9.4.6 The Contractor shall not charge the City for expenses incurred by the Contractor or its subcontractor for loss or damage to its equipment or tools.

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042**

*****Revised 09/21/2021 Version 1*****

5.9.5 Safety, Cleanup Requirements, and Damage Requirements

5.9.5.1 The Contractor shall leave the jobsite in the same or better condition as prior to the delivery, installation, and/or service call.

5.9.5.1.1 The Contractor shall clean up the work area and be responsible for removing and properly disposing of any trash or recycling (replaced parts, empty containers, etc.) created by the Contractor during each visit.

5.9.5.2 The Contractor, its employees, subcontractors, or consultants shall solely be responsible and liable for all the management, cleanup, resulting damages, expenses, and all drips, leaks, and/or spills from any source, solid or liquid, and/or loss of debris, even minimal amounts, that occur while or as a result of providing the services associated with this contract.

5.9.5.2.1 The Contractor shall inform the Contract Operations Manager or designee of all such spills immediately after the occurrence of the spill event.

5.9.5.2.2 Should spillage occur in, on, from, and/or around the service area and for any reason, the Contractor is solely liable for spillage and shall clean, pump out, sweep up, and properly dispose of the material/litter.

5.9.5.2.3 At a minimum, cleaning and sweeping shall include the gathering and removal of material from the container and/or area where spillage occurred and from the surrounding premises and adjoining areas using either manual or mechanized brooms, and/or sweeping machines, and proper solvents for cleanup.

5.9.5.2.4 All damage, accidents, and/or injuries that occur as a result of any leaks and/or spills shall be the sole liability and responsibility of the Contractor.

5.9.5.3 Disposal and cleanup shall be in accordance with local, state, and federal ordinances, laws, rules, and regulations. All disposal costs shall be the responsibility of the Contractor.

5.9.5.3.1 Upon request, the Contractor shall provide all required documentation of proper disposal within 24-hours to the Contract Operations Manager or designee.

5.9.5.4 The Contractor shall be responsible for safely managing any and all hazardous materials (e.g., cleaning solutions, oils, etc.) brought to the site.

5.9.5.5 The Contractor shall take with them all worn, broken, or defective parts at the end of each workday.

5.9.5.5.1 The Contractor shall not store any of these items on City premises unless given permission by the Contract Operations Manager or designee.

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042

*****Revised 09/21/2021 Version 1*****

- 5.9.5.6 All personnel shall be equipped with all necessary and required Personal Protective Equipment (“PPE”), including but not limited to: safety boots, reflective vests, gloves, safety glasses, and hard hats. If the City is practicing and enforcing Covid-19 protocols, all individuals are required to wear masks on City property. Masks must cover the nose and mouth at all times.
- 5.9.5.7 The Contractor shall be responsible for all damage to the City’s equipment or property caused as a direct result of the Contractor’s actions while on or around City facilities.
- 5.9.5.8 The Contractor shall immediately report to the Contract Operations Manager or designee any actual or potential safety concerns observed during any facility visit.
- 5.9.5.9 The Contractor shall ensure that all personnel, tools, and equipment adhere to OSHA standards and all applicable regulatory safety standards.
- 5.9.5.9.1 The Contractor shall be responsible for ensuring that services performed on City property shall be conducted in a safe, courteous, and professional manner.
- 5.9.5.9.2 The Contractor must use lock-out and tag-out procedures needed to protect all Contractor personnel, City employees, the general public, and City property.

6.0 CITY’S RESPONSIBILITIES

- 6.1 The Contract Operations Manager or designee will be the main point of contact at ARR and will manage the services, operations, and communications under the ensuing agreement.
- 6.2 The City will notify the Contractor in writing in the event there is any change in contract administration responsibilities.
- 6.3 For standard correspondence, email communication is preferred, but in the case of emergencies, please contact the Contract Operations Manager or designee by phone. The Contract Operations Manager for this contract is Chad Presley.

Designation of Key Personnel		
Designation	Name/Title	Contact Information
City Contract Operations Manager	Chad Presley Chief Administrative Officer Austin Resource Recovery	Phone: 512-974-9233 Email: chad.presley@austintexas.gov
City Contract Procurement Specialist	Diana McIntosh	Phone: 512-974-2034 Email: Diana.McIntosh@austintexas.gov

7.0 REPORTS, DELIVERABLES, PERMITS, AUDITS, AND INVOICE REQUIREMENTS

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042**

*****Revised 09/21/2021 Version 1*****

7.1 Reporting Requirements

7.1.1 Preventative Maintenance, Emergency Calls, and On-Call Reports

The Contractor shall provide reports to the Contract Operations Manager or designee detailing the results from the preventative maintenance inspection (Reference *Section 5.8.1 , Preventative Maintenance*), on-call maintenance and repair (Reference *Section 5.8.2, On-Call Maintenance and Repairs*), or the emergency call (Reference *Section 5.8.3, Emergency Calls*). These reports shall be delivered, by hand, at the time of service to the Contract Operations Manager or designee. At a minimum, this report shall include:

- A. Equipment Details (shall include manufacturer, model, and serial number of Equipment and parts);
- B. Status of Findings (shall include summary of procedure, environmental conditions, and areas of concern);
- C. Equipment Condition Report (shall include a rating of good, acceptable, or poor); and
- D. Service Recommendations (shall include quote for repairs, whether Equipment passed inspection, and any recommended repairs).

7.1.2 Weekly Installation Reports

The Contractor shall provide a detailed weekly installation report of all the installation results, status, and any change in timeline to the Contract Operations Manager or designee at the time of service.

7.1.3 Other Reports

The City reserves the right to request additional reports that may be required by local, state, or federal laws and/or regulations, as well as reports that may be beneficial to the City's Zero Waste initiative or correlate with the scope of work and specifications described herein.

7.2 Deliverables

The schedule of deliverables outlined below is the City's preferred schedule.

Deliverable Description	Preferred Timeline	Scope of Work Reference/ Section
Contractor to contact the Contract Operations Manager to confirm order, schedule delivery and installation	Within 30 Calendar days after receiving the NTP	Section 5.3
Contractor to contact the City to confirm delivery and installation	3 Calendar Days Prior to Delivery	Section 5.4.1
Contractor to deliver and install Equipment	Within 120 calendar day(s) of the NTP	Section 5.4.5
Contractor and City to Test Equipment	Immediately After Installation	Section 3.5.5
Contractor to Provide Training	Within 7 calendar days after Installation	Section 5.6.1

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042**

*****Revised 09/21/2021 Version 1*****

Deliverable Description	Preferred Timeline	Scope of Work Reference/ Section
Contractor to Provide Ongoing Service Warranty and Maintenance Work	Ongoing	Section 5.7
Preventative Maintenance, Emergency Call, and Call-Back Report	Delivered by Hand at the Time of Service	Section 7.1.1
Invoice – Monthly Inspection/Maintenance	Due on or Before the 15 th of Each Month	Section 7.4
Invoice – Non-Routine Services, Replacement Parts	Due on or before the 15 th of each Month, if applicable	Section 7.4

7.3 Certifications, Licenses, and Permits

- 7.3.1 The Contractor shall have, maintain, and make available upon request throughout the term of any resulting contract, all licenses and permits required by federal, state, and local agencies to provide all services described herein.
- 7.3.2 The Contractor shall comply with all laws applicable to the services under this contract, including all federal, state, and local laws, and Travis County and City ordinances.
- 7.3.3 The Contractor and all subcontractors shall have and maintain current identification numbers, licenses, permits, and other governmental approvals or authorizations required by all applicable environmental or safety laws.
- 7.3.4 ARR may, at any time, terminate the ensuing contract with cause based on the Contractor's or any subcontractor's non-compliance with applicable environmental or safety laws.
- 7.3.5 The Contractor shall be solely responsible for the Contractor's and the subcontractors' compliance.
- 7.3.6 The Contractor shall abide by all local, state, and federal laws, rules, and regulations. If any standards under these should change during the course of the ensuing contract and a timeline for compliance is not prescribed by the authority with jurisdiction, the City will establish a timeline by which the Contractor will comply with any revised regulations.

7.4 Specific Invoice Requirements

- 7.4.1 The City's preference is to have invoices emailed to ARR.AP@austintexas.gov and chad.presley@austintexas.gov (Contract Operations Manager or designee) on or before the 15th of each month for all the services provided in the prior month. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- 7.4.2 At a minimum, invoices shall contain the following information, or they will not be processed and will be returned to the Contractor for correction:

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK
NEW TRUCK WASH EQUIPMENT,
INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR
IFB 1500 DCM1042**

*****Revised 09/21/2021 Version 1*****

- A. A unique invoice number.
 - B. Item Description, quantity, unit price, extended price.
 - C. Itemized list of labor hours expended and/or parts which were repaired or replaced.
 - D. Invoice date.
 - E. The ARR-provided purchase order or delivery order number and the ARR contract number, if applicable.
 - F. The department's name, "Austin Resource Recovery"
 - G. The name of the Contract Operations Manager.
 - H. The Contractor's name and remit to address; and
 - I. If applicable, the Contractor's tax identification number, which must exactly match the information in the Contractor's registration with the City.
- 7.4.3 All non-routine repair service and replacement parts shall be billed separately from the monthly inspection and maintenance fee. Parts replaced and service performed due to Contractor failure shall not be billed (Reference *Section 3.8.1 Monthly Preventive Maintenance* and *5.7.6 Defective Parts and Components*).

7.5 Audits and Inspections

- 7.5.1 Representatives of ARR, the Office of the City Auditor, other authorized City staff, or other persons authorized or contracted by the City to perform audits or inspections shall have the right to inspect/audit, at any time, all written licenses, permits, or approvals issued by a governmental entity involving the Contractor and its agents. The Contractor shall notify, and provide copies to, ARR of any amendments, renewals, or replacements to their applicable licenses and permits within 30-calendar days after the effective date of amendment, renewal, or replacement.
- 7.5.2 Representatives of ARR, the Office of the City Auditor, other authorized City staff, or other persons authorized or contracted by the City to perform audits or inspections shall have the right to inspect/audit, at any time, the Contractor's premises (offices and facilities) and vehicles being used in support of the services provided under the contract. The Contractor and any subcontractors shall also allow access by ARR or those specified above to audit financial statements, and all environmental, safety, and training records.

8.0 QUANTITIES AND OMISSIONS

- 8.1 Quantities provided in this IFB are estimates and for evaluation purposes only. Actual quantities may be larger or smaller. No quantities are guaranteed.
- 8.2 Omissions It is the intent of this IFB to acquire the services described herein. All items and/or services omitted from this document which are necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein.